

## WALES CRAFT COUNCIL TRADE FAIR CONDITIONS

**DEFINITIONS:** In these Conditions the following definitions apply:

**THE ORGANISER** - Cyngor Crefft Cymru Cyf acting through its duly authorised officials.

**THE EXHIBITOR** - The Principal Applicant as named overleaf.

**THE APPLICATION FORM** - the form of application endorsed as subject to these conditions.

**THE FAIR** - The Wales, Fair, Wales Spring Fair or Chepstow Gift Fair, as appropriate.

**THE REQUIRED DATE** - any specific date referred to in the Application Form, additional Application forms or allocation details and information.

**GENDER** - in these Conditions where the contexts so permits, words including the masculine, include the feminine and neuter and vice versa, and words including the singular include the plural and vice versa.

**EXHIBITORS AND PRODUCT QUALIFICATIONS:** All Exhibitors must be engaged in the full time business of manufacturing and/or selling their displayed products. Products displayed claiming country of origin - whether Wales, UK or EC countries - must be capable of having such origin proved at the request of and to the satisfaction of the Organiser.

When an Exhibitor fails to satisfy the Organiser as to the origin of a product exhibited, the Organiser reserves the right to require such products to be removed from the display and the Exhibitor shall forthwith remove the same.

The Organiser reserves the right (in its absolute discretion) to require any products to be removed from the stand where (in its absolute discretion) the Organiser considers such product or products to be unsuitable for display at the fair.

**APPLICATION FOR SPACE:** The Application Form, accompanying information, Additional Applications, and allocation details from a part of these Conditions. Applications will be accepted at the discretion of the Organiser when made on the Application Form duly completed and tendered to the organisation with the required deposit.

**GROUP APPLICATIONS:** will be considered at the discretion of the committee and each additional Exhibitor will be charged for their name board and catalogue entry if required. Each business sharing space must comply with the Exhibition conditions and must be listed on the Additional Applications Form. The Organiser reserves the right (in its absolute discretion) to refuse space to any proposed joint Exhibitor.

**ALLOCATION OF STAND SPACE:** Initial allocation information will be circulated approximately four weeks after the required date for applications, taking all reasonable account of Exhibitor's requirements.

The Organiser reserves the right to adjust positions of the stands to conform to regulations as to public safety, service supplies, and final uniform layout of the fair. Exhibitors will have prior notification of any changes, but the Organiser's decision on space allocation at any time will be final.

**STANDS: SHELL SCHEME:** As supplied. Whilst every effort is made to ensure accurate dimensions, Exhibitors should make allowances for a small margin of error when planning their displays. Stand sizes are measured from centre to centre of the dividing walls, the internal dimensions therefore, being 5 cms less than the overall dimension. The panels are covered in textured fabric that accepts Velcro fittings. Under no circumstances should anything be nailed, screwed, glued or otherwise attached to the panels or framework. Damage caused by non-Velcro fixings will be charged to the Exhibitor at replacement cost. Displays, Equipment or Furniture must not be placed outside of the space for which the Exhibitor has been contracted.

**NAME BOARDS** - incorporating the stand number and Exhibitor's name or up to 25 characters and spaces will be provided in the standard rental for the Principal Exhibitor, with additional exhibitors being charged extra. Only name boards provided by the Organisers can be used on the fascia, those name boards remaining the property of the Organiser.

**ELECTRICITY AND LIGHTING-** The rental for each stand hired will include for the provision of one 13-amp socket and a consumption allowance of 500w. Additional sockets or 500w consumption units will be charged at the stated rates, with 20% surcharges if not ordered by the required date specified in the Application Form. Exhibitors must supply and fit their own lighting, unless ordered through the Organiser, which will be inspected by the Electrician, who will have the right to require removal of any wiring and/or fitting which is considered unsafe. Any extra costs incurred by them to rectify wiring and/or fittings will be borne by the Exhibitor.

**FURNITURE** - can be hired by Exhibitors if required, details of which will be sent with stand allocations.

The purpose of the starter stands is to encourage new businesses to take the first step on the trade fair ladder. These stands will only be available to craft/gift producers exhibiting at TWF, WSF and CGF for the first time and the following year.

**SET UP AND TAKE DOWN:** SET UP - commences from 8.00 am and must be completed by 8.00 pm on the day before the fair is open to buyers, unless by prior arrangement with the Organiser. Aisles and fire escapes must be kept clear at all times, and heaters must not be covered. Highly combustible materials must not be used on displays.

**TAKE DOWN** - must not commence, nor products be removed from the stand, until the stated closing time on the final day of the fair. If these conditions are not complied with, the Organiser may refuse any future applications from that Exhibitor for space at these trade fairs.

**PAYMENTS AND CANCELLATION:** PAYMENTS - Deposits must be paid with the Application Form and the balance must reach the Organiser's office by the required date if any discount is to be claimed. Late payments will be charged automatically at the full rates, or the space re-allocated and the deposit forfeited. If the space remains available, but the balance is unpaid, then full rate charges will be due immediately, and an administration charge of 2.5% per month or part of any month, will automatically accrue.

**CANCELLATION BY THE EXHIBITOR** - if occurring after issue of the fair invoice, the deposit will be retained by the Organiser or if occurring with 6 weeks prior to the setting up date of the fair, will incur forfeiture of the full rate charges and any interest incurred under the terms of Conditions 6.1, and refunds being entirely at the discretion of the Organiser, their decision to be final.

**CANCELLATION BY THE ORGANISER** - will entitle the Exhibitor to a refund of all payments for stand charges, catalogue entries and/or advertisements and light/power supplies made up to the date of issue of written notice of cancellation, but no liability is accepted whatsoever for any indirect costs of preparing for exhibiting at the fair, for any accommodation cancellations, nor for any assumptions however calculated, or orders which may have been placed at, or arisen from the fair.

**SECURITY AND INSURANCE:** Each Exhibitor is responsible for the security of his own stand and stock and for his staff's personal insurance. The Organiser does not accept responsibility for any loss or damage. The Organiser is responsible for overnight security of the venue from 8.00 pm on the setting up day, and between the closing and opening hours of the fair until the fair opens on the last day of its presentation.

**INDEMNITY:** The Exhibitor shall keep the Organiser indemnified in respect of (a) any loss or damage to any property either owned by or on hire to the Organiser and (b) all claims and demands of third parties in respect of personal injuries or loss of or damage to property caused or occasioned by the Exhibitor or any of his employees or property arising out of or in consequence of his occupation of a stand or exhibition of any article, process or thing. The Exhibitor will accept all risks of any kind whatsoever in respect of personal injuries to himself or his servants or agents, or any loss or damage to any of his property or property in his custody, and the Organiser shall be under no liability in respect of such risk. The Exhibitor shall make good any damage done by him, his servants or agents to the premises or furniture or fixtures therein and damage caused by fire upon his stand.

**CATALOGUE ENTRIES:** There will be one free catalogue entry per stand, for the Principal Exhibitor, additional Exhibitors on any one stand being charged extra.

**INVITATIONS:** Invitations for distribution to Trade Buyers will be free to all Exhibitors, according to the number requested on the Application Form, that number to be restricted at the Organiser's discretion if that requested is considered by the Organiser to be excessive. Exhibitors are reminded that the invitations are not for distribution to members of the Public.

**EXHIBITS, APPLIANCES AND NUISANCES:** The Organiser reserves the right to require the removal of any article not approved by the Organiser and the Exhibitor shall immediately comply with such a request. Details of electrical and mechanical devices and animations must be submitted for the approval of the Organiser. No device of any kind which in the opinion of the Organiser may become a nuisance to any other Exhibitors or visitors will be permitted. Flashing devices are forbidden as well as is other direct lighting likely to cause annoyance. The Exhibitors hereby undertake to cease forthwith at the request of the Organiser any such act or action which in the opinion of the Organiser contravenes this cause or which may prejudice the Organiser's contract for hire of the exhibition building.

Any actions taken by an Exhibitor, his staff and/or agent which is deemed by the Organiser to cause, or be likely to cause a nuisance to any other Exhibitor, visitor to the fair or Organiser or his staff, will justify the Organiser, requiring the stand of such an Exhibitor to be closed forthwith. The right to call for such a closure will be at the discretion of the Organiser and shall be accepted without remonstrance or enquiry unless immediate redress is offered by the Exhibitor that is accepted by all parties involved and to the satisfaction of the Organiser.

**FIRE PRECAUTIONS:** In accordance with the requirement of the local municipal authorities all construction and display materials on stands must be effectively fire proofed. Fire extinguishers as supplied by the Organiser MUST be left freely accessible.

**DISPUTES:** Any dispute about the content or presentation of the fair must be addressed IN WRITING to the Organiser. In the interests of both the Exhibitor and the Organiser, any dispute which cannot be resolved between them will be referred to the committee, whose decision shall be final and binding.